



CONT CT

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039055

## STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

|                         |                        |                   |  |
|-------------------------|------------------------|-------------------|--|
| Dept. of Transportation | 810                    | Proc./Region Two  | referred to as STATE and the following:                    |
| Agency Name             | Agency Code            | Division          |  |
| CONTRACTOR              | Mountain West Striping |                   | LEGAL STATUS OF CONTRACTOR                                 |
| Name                    |                        |                   | Sole Proprietor  |
| 3801 South Redwood Road |                        |                   | Non-Profit Corporation                                     |
| Address                 |                        |                   | <input checked="" type="checkbox"/> For-Profit Corporation |
| West Valley City        | UT                     | 84119             | Partnership  |
| City                    | State                  | Zip Code          | Government Agency  |
| Randy Debban            | (801) 977-0841         |                   |  |
| Contact Person          | Phone Number           |                   |  |
| 870466387               | 13513G                 | 63066000000       |  |
| Federal ID#             | Vendor Number          | Commodity Code(s) |  |

2. CONTRACT TYPE AND PURPOSE:

This is a requirements contract to provide the State with removal and replacement of traffic paint lines, symbols and Messages.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid RF3034,  
Requisition # 810 36000000036, FY 2003.

4. CONTRACT PERIOD: Effective date 09/19/02. Termination date 09/18/03, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) 3- (1) yr.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$999,999,999.99 for costs authorized by this contract

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Scope of Work.

ATTACHMENT C: Price List.

ATTACHMENT D: Special Terms and Conditions.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.

B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RF3034 dated 09/17/02.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR  
SEE ATTACHED

Contractor's Signature  
B M JOHNSON

Contractor's Name  
SECRETARY/TREASURER

Title

STATE OF UTAH

David K. Miles, Operations Engineer

Director, Division of Purchasing

CONTRACT RECEIVED AND  
PROCESSED BY

Director, Division of Finance

ENT'D MAR 02 2005

|                       |                |               |                   |
|-----------------------|----------------|---------------|-------------------|
| Debra Boulton         | (801) 965-4070 | (801)965-4073 | dboulton@utah.gov |
| Agency Contact Person | Phone Number   | Fax Number    | Email Address     |

JUL 20 2005

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)

## **PAVEMENT MARKING PAINT**

### **PART 1      GENERAL**

#### **1.1      SECTION INCLUDES**

- A.      Furnish VOC Compliant Solvent Based bead binder marking paint.
- B.      Apply to asphaltic or concrete pavement as edge lines, center lines, broken lines, guide lines, symbols and other related markings.
- C.      Remove pavement markings.

#### **1.2      REFERENCES**

- A.      ASTM D 476: Titanium Dioxide Pigments.
- B.      ASTM D 522: Mandrel Bend Test of Attached Organic Coatings.
- C.      ASTM D 562: Consistency of Paints Using the Stormer Viscometer.
- D.      ASTM D 711: No-Pick-Up Time of Traffic Paint.
- E.      ASTM D 968: Abrasion Resistance of Organic Coatings by Falling Abrasive.
- F.      ASTM D 969: Bleeding Over Asphalt.
- G.      ASTM D 1729: Visual Appraisal of Colors and Color Differences of Diffusely-Illuminated Opaque Materials.
- H.      ASTM D 2805: Hiding Power of Paints by Reflectometry.
- I.      ASTM D 2369: Volatile Contents of Coatings.
- J.      ASTM D 2371: Pigment Content of Solvent-Reducible Paints.
- K.      ASTM E 1347: Color and Color-Difference Measurement by Tristimulus (Filter) Colorimetry.
- L.      Federal Standard 595a, color sample 33538.
- M.      ASTM D 1475: Density of Paint.
- N.      ASTM D 969: Bleeding of Traffic Paint

### **1.3 ACCEPTANCE**

#### **A. UDOT ENGINEER:**

1. Randomly samples pavement marking paint and submits to Central Chemistry Lab for acceptance.
2. Randomly generates the location of each test and removes all loose or excess beads from the line prior to testing.
3. Visually inspects each line to verify bead adhesion and compliance with specified line dimensions requirements.
4. Verifies that the paint and beads are being applied within specified tolerances a minimum of once each production day.
5. Verify quantities used by measuring both paint and bead tanks prior to and after applications.

B. Repaint any line or symbol failing to meet bead adherence and dimensional requirements.

C. Repaint any line or symbol failing to meet the minimum application requirements for paint or beads.

## **PART 2 PRODUCTS**

### **2.1 PAVEMENT MARKING MATERIAL - PHYSICAL PROPERTIES**

- A. Viscosity (in Krebs Units)
1. At 70° F, 70-75 KU
  2. At 50° F, 8 KU minimum
  3. At 122° F, 66 KU minimum
- B. Weight per gallon at 70° F
1. White 11.0 pounds minimum
  2. Yellow 11.0 pounds minimum
  3. Black 11.0 pounds minimum
- C. Contract ratio at spread rate of 320 sq. ft. per gallon
1. White .92 minimum
  2. Yellow .86 minimum
  3. Black N/A
- D. Daylight reflectance (at 10 mils wet film thickness)
1. White 86%
  2. Yellow 44-52%
  3. BLACK n/a
- E. Non-volatile content (total at 212° F) - 70% minimum

- F. Pigment content of total weight - 53% maximum
- G. Flexibility - pass ½ inch mandrel bend.
- H. Dry to no pick-up (in the field with beads) - 2 minutes maximum.
- I. Bleeding over asphalt at 15 mils wet film thickness - 2 minutes maximum.
- J. Settling in the container
  - 1. Only slight soft settling is allowed after the paint has aged undisturbed for one month. Hard caking in the bottom of the container is not allowed.
  - 2. The material shall not show evidence of heavy caking or settling which requires mechanical means to return the product to usable condition for a period of one year from the date of manufacture.
- K. Storage stability
  - 1. Viscosity increase greater than 10 Krebs Units over the originally reported viscosity after aging in the container for six months is not allowed.
  - 2. Batches stored one year or less shall not show evidence of corrosion of the container or decomposition of the product.
  - 3. Evidence of undissolved gelatinous vehicle separation, or heavy skin formation in batches in storage one year or less is not allowed.
  - 4. Containers stored under adverse conditions, such as in open unprotected areas, shall not show evidence of the above conditions for a period of six months from the date of shipment from manufacturer.
- L. Color - Yellow, must match Federal Standard 595a color sample number 33538.
- M. Abrasion resistance: falling sand abrasion test - 125 liters minimum at 3 ml dry film thickness,
- N. No track time - five minutes maximum.

## **2.2 COMPOSITION REQUIREMENTS**

- A. Pigment requirements, first quality paint grade.
  - 1. Yellow:
    - a. Must not contain lead, mercury, cadmium, hexavalent chromium or other toxic heavy metals.
  - 2. White Titanium Dioxide Rutile-type:
    - a. Meeting ASTM D476, Type II, III or IV is to be used for the white traffic paint.
  - 3. Inert or filler pigments:

- a. A type and quality generally recognized as first quality paint grade products.
  - b. Cannot contribute to settling of the paint in storage or be so hard that it causes excessive wear of the spray application equipment.
- B. Vehicle or resinous binder composition
  - 1. The vehicle may be any combination of natural or synthetic resinous materials allowed by federal law.
  - 2. All resins used must be permanently capable of re-dissolving in the solvent combination used in the paint to minimize build up of the paint on the sides of tanks, paint lines and clogging of spray equipment from un-dissolvable skins.
  - 3. Resins which dry by the process of oxidation and/or polymerization such as alkyd resins are specifically excluded.
- C. Paint must be free from deleterious materials that would interfere with the operation of the paint equipment or the quality of the applied paint.

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

- A. Mobilization:
  - 1. Preparatory work and operations necessary for moving personnel, equipment, supplies and incidentals to the project site before beginning work.
  - 2. No separate payment will be made for mobilization, but the cost will be included in the unit costs of traffic striping paint, removal of pavement markings and pavement messages.
- B. Line control
  - 1. Establish control points at 100 ft intervals on tangent and at 50 ft intervals on curves.
  - 2. Maintain the line within 2 inches of the established control points and mark the roadway between control points as needed.
    - a. Remove paint that is not placed within tolerance of the established control points and replace at no expense to the State. Refer to article 3.4.
- C. Remove dirt, loose aggregate and other foreign material and follow manufacturer's recommendations for surface preparation.

### **3.2 APPLICATION**

- A. Pavement marking paint: Apply at the following rates
  - 1. 4 inch solid line: from 270 to 350 ft/gal.
  - 2. 4 inch broken line: from 1080 to 1400 ft/gal.
  - 3. 8 inch solid line: from 135 to 175 ft/gal.
- B. Replace pavement markings that are less than 14 wet mils in thickness.
- C. No payment for pavement markings placed in excess of 18 wet mils in thickness.
- D. Painted legends and symbols 1 gallon per 100 square feet.
- E. Glass Sphere (beads): apply a minimum of 8lbs/gal of paint, the full length and width of line and pavement markings.
- F. Begin striping operations no later than 24 hours after order by the State.
- G. At time of application apply lines and pavement markings only when the air and pavement temperature are:
  - 1. 40 degrees F and rising for VOC compliant solvent based paint.
  - 2. 50 degrees F and rising for Acrylic water based paint.
- H. Comply with Traffic Control Drawing TC-16.

### **3.3 CONTRACTOR QUALITY CONTROL**

- A. Application rate: verify that the paint and beads are being applied within specified tolerances prior to striping.

### **3.4 REMOVE PAVEMENT MARKINGS**

- A. Use of the removal methods:
  - 1. Grinding.
  - 2. High pressure water spray.
  - 3. Sand blasting.
  - 4. Shot blasting.
- B. Use equipment specifically designed for removal of pavement marking material.

## **PAVEMENT MARKING PAINT**

### **PART 1      GENERAL**

#### **1.1      SECTION INCLUDES**

- A.      Furnish Acrylic Water Based pavement marking paint meeting Federal Specification TTP-1952 D. Refer to 2.1 for resin requirement.
- B.      Apply to asphaltic or concrete pavement as edge lines, center lines, broken lines, guide lines, symbols and other related markings.
- C.      Remove pavement markings.

#### **1.2      REFERENCES**

- A.      AASHTO M 247 - Glass beads used in traffic paint.
- B.      ASTM D 562 - Consistency of paints measuring Krieb Unit (KU) viscosity using the Stormer type viscometer.
- C.      ASTM D 711: No-Pick-Up Time of Traffic Paint.
- D.      ASTM D 2205 - Selection of tests for traffic paints.
- E.      ASTM D 2743 - Uniformity of traffic paint vehicle solids by Spectroscopy and Gas Chromatography.
- F.      ASTM D 3723 - Pigment content of water-emulsion paints.
- G.      ASTM D 3960 - Determining Volatile Organic Compound (VOC) content of paints and related coatings.
- H.      ASTM D 4451 - Pigment content of paints.
- I.      ASTM D 5381 - X-Ray Fluorescence (XRF) Spectroscopy of pigments and extenders.
- J.      Federal Standards - 595B, 37875, 33538 and 11105.
- K.      UDOT Manual of Instruction, Part 8 Section 996 - Acrylic Component Test.
- L.      ASTM D 3925 - Standard practice for sampling liquid paints and related pigmented coatings.



### **1.3 ACCEPTANCE**

#### **A. UDOT ENGINEER:**

1. Randomly samples pavement marking paint and submits to Central Chemistry Lab for acceptance.
2. Randomly generates the location of each test and removes all loose or excess beads from the line prior to testing.
3. Visually inspects each line to verify bead adhesion and compliance with specified line dimensions requirements.
4. Verifies that the paint and beads are being applied within specified tolerances a minimum of once each production day.
5. Verify quantities used by measuring both paint and bead tanks prior to and after applications.

#### **B. Repaint any line or symbol failing to meet bead adherence and dimensional requirements.**

#### **C. Repaint any line or symbol failing to meet the minimum application requirements for paint or beads.**

## **PART 2 PRODUCTS**

### **2.1 PAVEMENT MARKING MATERIAL - PHYSICAL PROPERTIES**

#### **A. Provide Acrylic water based paint as per the following required specifications.**

1. No track time - Not more than 5 minutes when tested according to ASTM D 711
2. Volatile Organic Compounds Content - less than 1.25lbs/gal ASTM D 3960.
3. Pigment - percent by weight, minimum of  $62.0 \pm 2.0$  ASTM D 3723.
4. Total solids - percent by weight, minimum of 77.0 ASTM D 2205.
5. Nonvolatile vehicle - percent by weight vehicle, minimum of 40%. The nonvolatile portion of the vehicle shall be composed of a 100% acrylic crosslinking resin as determined by infrared spectral analysis. The acrylic emulsion shall be a **CROSSLINKING EMULSION**.
6. Directional reflectance - minimum of 92 for white and 50 for yellow.
7. Dry opacity - minimum of 0.95, 5 mils wet.
8. Wet opacity - minimum of 0.90, 5 mils wet.

9. Titanium dioxide content - minimum of 1lb/gal rutile titanium dioxide.
10. Scrub resistance - minimum of 800 cycles/min.. 5 mils wet.

## **2.2 GLASS SPHERE (BEADS) USED IN PAVEMENT MARKING PAINT**

- A. Specific Properties.
  1. Meet AASHTO M 247, Type I

## **ATTACHMENT B: SCOPE OF WORK**

### **PART 1      GENERAL**

#### **1.1      SECTION INCLUDES**

- A.      This contract is for the application of highway traffic striping including edge lines, center lines, skip lines, guide lines, symbols and other related markings with UDOT Region Two.
- B.      Removal of existing pavement markings and pavement messages within UDOT Region Two.
- C.      This contract shall be on an as needed basis. No subcontractor shall be permitted on this contract.
- D.      the contractor shall submit a "Traffic Control Plan" for approval prior to beginning work. The traffic control plan shall be in conformance with the Manual on Uniform Traffic Control Devices (MUTCD) and UDOT's latest addition of Standard Specifications. The contractor shall furnish, place and maintain all traffic control signs and devices. Separate payment will not be made for traffic control, traffic control shall be included in the unit bid price for removal of pavement markings, messages and highway traffic striping.
- E.      In areas of high traffic volume, the contractor shall be restricted from working in the direction of rush hour traffic during peak commute times. The Region Traffic Engineer will determine the restricted hours on an individual basis. The contractor shall work at night as directed by the Region Traffic Engineer.
- F.      Any removal of pavement markings that require replacement shall be required at the same time.
- G.      At a minimum, 24 hour notice will be given the contractor as per work location and required time.

#### **1.2      REFERENCES**

- A.      Manual on Uniform Traffic Control Devices, Latest Edition (MUTCH).
- B.      Instruction to Flagger Handbook.
- C.      UDOT Standard Specifications, Latest Edition.

## **PART 2      CONTROL OF WORK**

### **2.1      AUTHORITY AND DUTIES OF THE STATE**

- A.      The State will decide all questions regarding the quality and acceptability of materials furnished, work performed, rate of work progress, interpretation of the contract documents and the acceptable fulfillment of the contract.
- B.      The State has the authority by written order to suspend the work without liability to the Department wholly or in part if the Contractor fails to:
  - 1.      Correct conditions unsafe for the project personnel or the public.
  - 2.      Complete contract provisions.
  - 3.      Comply with the State's orders.
- C.      The State can suspend work wholly or partially for:
  - 1.      Periods of unsuitable weather.
  - 2.      Conditions unsuitable for the prosecution of the work.
  - 3.      Any other condition or reason determined to be in the State's interest.

### **2.2      CONTRACTORS COOPERATION**

- A.      Facilitate progress of the work and cooperate with the Region Paint Crew Foreman.
- B.      Employ a competent superintendent experienced with the work being performed and capable of reading and understanding the contract documents.
- C.      The superintendent must be:
  - 1.      Present at the work locations at all times.
  - 2.      Available to execute instructions and directions from the State.
  - 3.      Authorized to act as agent for the Contractor on the work.

### **2.3      DUTIES OF THE PAINT SUPERVISOR**

- A.      State paint crew supervisor and leads are authorized to inspect all work and materials furnished.
  - 1.      Inspection may extend to the preparation, fabrication or manufacture of the materials to be used.
  - 2.      Supervisors and leads are not authorized to alter or waive the contract provisions, to issue instructions contrary to the contract or to act as foreman for the Contractor.

3. The supervisors and leads are authorized to reject work or materials until any issue in question can be referred to and decided by the State.

## **2.4 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK**

- A. Remove and replace any unacceptable work.
  1. Work will be considered unacceptable if it fails to meet the contract requirements.
- B. Work performed contrary to the State's instruction, work beyond plan limits or extra work performed without the State's permission:
  1. Is excluded from pay consideration.
  2. May be ordered removed, restored or replaced by others at the Contractor's expense.

## **2.5 LOAD RESTRICTIONS**

- A. Observe legal load restrictions when hauling equipment or materials on public roads beyond project limits.
  1. A special permit does no decrease CONTRACTOR liability for damage.
  2. Refer to the "Utah Regulations for Legal & Permitted Vehicles".
- B. Do not exceed legal gross weight limits on any public roads, structures or on any component of the pavement structure excluding granular borrow.
- C. Suspend construction operations when load restriction violations are observed until acceptable corrective measures are approved by the Engineer.

### ATTACHMENT C: PRICE LIST

| Item # | Item Description                                  | Units | Quantity | Unit Price |
|--------|---|-------|----------|------------|
| 1      | Traffic Striping Paint                            | Gal   | 4,000    | 10.20      |
| 2      | Traffic Striping Paint (Acrylic)                  | Gal   | 3,200    | 10.66      |
| 3      | Pavement Message Paint                            | Each  | 1,500    | 6.74       |
| 4      | Removal of Pavement Marking Highway Traffic Paint | ft    | 32,000   | .26        |
| 5      | Removal of Pavement Marking Tape                  | ft    | 16,500   | .40        |
| 6      | Removal of Pavement Marking Epoxy Paint           | ft    | 16,500   | .37        |
| 7      | Removal of Pavement Message Highway Traffic Paint | Each  | 100      | 4.50       |
| 8      | Removal of Pavement Message Tape                  | Each  | 200      | 4.60       |

The State will measure and pay for each item as detailed in this section. Payment is contingent upon acceptance by the State.

The State will not pay for removal of unauthorized, smeared or damaged markings. Price reduction for paint application rate is as follows:

|  |                                 |
|--|---------------------------------|
| Traffic striping paint (Solvent & Acrylic)     | Pay factor                      |
| At the specified rate                          | 100%                            |
| 1-10 percent below the specified rate          | 75%                             |
| 11-15 percent below the specified rate         | 50%                             |
| 15 percent or greater below the specified rate | 40% or required to be repainted |

Painted pavement messages:

Letter = one message

Arrow = one message

Multi-headed arrow = one message per arrow

School crossbars = one message per 600 mm x 3 m bar

Crosswalk = two message per lane and one message per shoulder

Stop bar = one message per lane and one message per shoulder

Railroad crossings markings = seven messages per lane

‘R’ = one message each (two required)

‘X’ = two messages

Transverse bar = one message each (two required)

Stop bar = one message

## **ATTACHMENT D: SPECIAL TERMS AND CONDITIONS**

1. **CONTRACT ACCEPTANCE:** At the time the bid is signed by the Offeror, the signature of that Offeror will be used as a legally binding signature if awarded this contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offeror for the contract period specified.
2. **CONTRACT INCLUSION:** The bid document, its terms and conditions as well as any counter offers which are accepted/acceptable to the State, shall be incorporated into and by reference become a part of this contract as though set forth in full herein.
3. **QUANTITY OR AMOUNT ESTIMATES:** The State does not guarantee to purchase any amount under this contract. Estimated amounts are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.
4. **PRICING:** The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for one year.

**ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR THE SAME LENGTH OF TIME AS INDICATED ABOVE AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY SUCH REQUEST MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON ANY PRICING IN THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.**

5. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.
6. **INVOICING:** **THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.**

The State reserves the right to adjust incorrect invoices. The Contractor shall submit invoices to the Utah Department of Transportation, Region Two, 2010 South 2760 West, Salt Lake City, Utah, 84104-4592. The State will remit payment by mail.

**ATTACHMENT D: SPECIAL TERMS AND CONDITIONS**

7. **NON-ASSIGNMENT**: The Contractor shall not sublet, assign or transfer any part of the contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.
8. **NON-COMPETE CLAUSE**: The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflict, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 30 day prior notice to the Contractor.